



Los Angeles County
Board of Supervisors

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September 14, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

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www.dhs.lacounty.gov

*To improve health
through leadership,
service and education.*

**APPROVAL OF FORM AFFILIATION AGREEMENTS AND AFFILIATION
AGREEMENTS WITH THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA LOS ANGELES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of a revised form affiliation agreement with public and private educational institutions for the continued provision of undergraduate training programs, and to expand the scope to address advanced level training programs at various Department of Health Services facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute replacement form affiliation agreements with the current contractors identified in Attachment A, effective upon Board approval, for the provision of training programs for Affiliate's undergraduate students, at various Department of Health Services (DHS) facilities, with no monetary payment between the parties.

2. Authorize the Interim Director, or his designee, to execute form affiliation agreements with the public and private educational institutions identified in Attachment B, effective upon execution by both parties for the provision of clinical field work experience for affiliate's graduate or advanced level student,



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under the preceptorship of qualified DHS staff approved by the Affiliate and Interim Director at various DHS facilities, with no monetary payment between the parties.

3. Delegate authority to the Interim Director, or his designee, to: a) execute future affiliation agreements, as needed, using the attached form agreement, b) amend existing or future affiliation agreements, as necessary, to add or remove training programs, with the prior approval of County Counsel and the Chief Executive Office (CEO) Risk Management Operations, c) periodically update the County contract provisions in the form affiliation agreement(s), as necessary, upon recommendation by County Counsel and CEO Risk Management Operations to revise or add County-mandated provisions, and d) terminate any existing and future affiliation agreements, when necessary in accordance with the agreements' termination provisions upon notification to the CEO and County Counsel, and e) include mutual indemnification language in future form affiliation agreements with only public educational institutions and/or graduate or advanced level training programs, at County's sole discretion, with prior approval of County Counsel and CEO Risk Management Operations.

4. Authorize the Interim Director, or his designee, to execute a replacement affiliation agreement with The Regents of the University of California, Los Angeles (UCLA), effective upon Board approval, for the continued provision of undergraduate nurse training programs at various DHS facilities, with no monetary payment between the parties.

5. Authorize the Interim Director, or his designee, to execute a new affiliation agreement, with UCLA, effective upon Board approval, for practical clinical field experience for graduate or advanced level training programs for nursing items, (e.g. nurse practitioner) and social worker services at various DHS facilities, with no monetary payment between the parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS currently contracts with public and private educational institutions for the provision of undergraduate training programs using a form affiliation agreement most recently approved by your Board on October 19, 2004. Under the agreements, the affiliates send undergraduate level students to DHS facilities accompanied by an instructor from the affiliates. Recently, DHS facility staff as well as the affiliates requested an expansion of the scope of the agreement in order to allow graduate or higher level students to obtain the practical clinical work experience required as part of their course study. In these instances, the student would not be accompanied by an instructor and would obtain their experience under the preceptorship of pre-approved qualified DHS staff.

Affiliation agreements benefit both the County as well as the educational institution. Students assist in providing medical care at various DHS facilities at no monetary cost to the County. The programs also assist in recruiting trained health professionals who become familiar with County programs and services through the training programs. Expanding the scope of the affiliation agreements to graduate and higher level students will also provide additional patient care resources for DHS.

Approval of the first recommendation will allow the Interim Director to execute a replacement form affiliation agreement, substantially similar to Exhibit I, with the contractors identified on Attachment A,

for the continued provision of observational and practical clinical experience for affiliate's undergraduate students at various DHS facilities. The replacement affiliation agreement has been updated to include the latest County contract provisions.

The second recommendation will allow the Interim Director to execute new form affiliation agreements, substantially similar to Exhibit II, with the public and private educational institutions identified on Attachment B, to allow the affiliates' graduate or advanced level students to complete their required practical clinical work experience rotation at DHS facilities as part of their required course study.

Approval of the third recommendation will allow the Interim Director to execute future form affiliation agreements, substantially similar to Exhibits I and II, with additional educational public and private institutions for undergraduate and graduate or advanced level programs, and amend the agreements as necessary to add or remove training programs, and periodically update the County contract provisions.

In addition, authority will be delegated to the Interim Director to terminate existing and future affiliation agreements as may be necessary. This delegation of authority will allow DHS to expedite entering into affiliation agreements with educational institutions willing to sign the form agreements and will also facilitate the necessary termination of agreements such as terminating agreements with those institutions who do not comply with the agreement's requirements.

Approval of the fourth recommendation will allow the Interim Director to execute a replacement Affiliation Agreement with UCLA, substantially similar to Exhibit III, for undergraduate students, to update the County contract provisions. The replacement agreement will supersede Agreement No. 59264 and includes mutual indemnification language previously approved by your Board. The Regents of the University of California Standing Order 100.4 language does not grant the President of the University the authority to sign contracts under which they assume full liability. In turn, the President has no authority to delegate authority to UCLA's Chancellor. As a result, mutual indemnification is a requirement for UCLA to enter into an affiliation agreement with the County. DHS is willing to accept mutual indemnification from UCLA and other public educational institutions to obtain the benefits associated with these training programs.

Approval of the fifth recommendation will allow the Interim Director to execute a new affiliation agreement with UCLA substantially similar to Exhibit IV, to allow their graduate or advanced level nursing items such as nurse practitioner and social worker students to obtain practical clinical work experience under a preceptor who is a qualified DHS person.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no monetary payment between the parties under these affiliation agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Form Affiliation Agreements

Undergraduate

Your Board has previously approved affiliation agreements between the County and various public and private educational institutions authorizing teaching institutions to utilize County facilities to provide educational experiences to undergraduate students seeking credentials in the health professions. The use of these affiliation agreements, which involves no monetary payment by either the County or the affiliates, allows students to obtain observational and clinical experience in various health care disciplines at DHS facilities under the direct supervision and instruction of the affiliated institutions.

Under the recommended replacement agreement, the affiliate school will continue to be required to send an affiliate instructor with undergraduate students attending a career college or working towards a 2-year degree who have not completed their academic courses (for health care disciplines including, but not limited to: Registered Nursing, Pharmacy Technician, Radiological Technician, Respiratory Therapy, Ultrasound Technician, Surgical Technician, and Vocational Nursing).

Graduate or Advanced Level

Under the recommended new form affiliation agreement, for those disciplines (including, but not limited to: Physical Therapy, Occupational Therapy, Speech Pathology, Nurse Practitioner, Clinical Nurse Specialist, Psychology, etc.) where the graduate students have already completed their academic courses and are required to complete a clinical rotation before taking the California State Board Exams, the County will waive any contractual requirement for the affiliate school to send an affiliate instructor with the graduate student during the practical clinical work experience rotation. The affiliate and the County mutually agree that the affiliate will be responsible for ensuring that the practical field work experience at DHS healthcare facilities is consistent with the educational institute's program requirements.

Affiliation Agreement with UCLA

In 1988, your Board approved Affiliation Agreement No. 59264 with UCLA for training programs in nursing and social welfare which included mutual indemnification language. The recommended replacement agreement will supersede the current Agreement and will update County contract provisions and continue to include mutual indemnification language.

Both UCLA and DHS facility staff are requesting training programs for the graduate or advanced level health items for the benefit of DHS facility staff, UCLA, and the students.

DHS has determined that these affiliation agreements are not Proposition A agreements and therefore are not subject to the provisions of the County Living Wage Program.

DHS will continue to retain professional and administrative responsibility, a Title 22 requirement for students receiving training at County health facilities.

The agreements include all Board of Supervisors' required provisions. The term of the form affiliation agreements is an indefinite period unless terminated by either party.

County Counsel has reviewed and approved Exhibits I through IV as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow DHS to continue to allow affiliate's students to obtain observational and clinical experience at DHS health care facilities and assist in recruiting affiliate's students trained in the various disciplines into the County health care system.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:gh

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

ATTACHMENT A

Current Affiliation Agreements

	<u>Name</u>	<u>Agreement No.</u>
1.	American Career College	H-204550
2.	American College of Optechs	H-200736
3.	American Scientific Institute	H-701551
4.	Antelope Valley Union High School District	H-205572
5.	Assistance League of Southern California	H-702794
6.	Azusa Pacific University	H-204158
7.	Biola University	H-200987
8.	B & R Nursing School	H-701996
9.	California State University, Bakersfield	H-212914
10.	California State University, Dominguez Hills	64643
11.	California State University, Fullerton	H-300169
12.	California State University, Long Beach	H-203270
13.	California State University, Los Angeles	62817
14.	California State University, Northridge	H-7001824
15.	CA Paramedical and Technical College	604150
16.	Career Institute	H-701842
17.	Career College of America	H-700273
18.	Casa Loma College	H-202238

	<u>Name</u>	<u>Agreement No.</u>
19.	Cerritos Community College	H-202998
20.	Chapman University	H-202516
21.	Compton Unified School District	39610
22.	Compton Community College District	64088
23.	Community Home Health Training Program	H-202930
24.	Concorde Career Institute	H-701357
25.	Corinthian College	H-701818
26.	El Camino Community College	H-20718 29162 17477
27.	Fuller Theological Seminar	H-702556
28.	Glendale Career College	H-701683
29.	Health Care Education Advancement Center	H-701683
30.	High Desert Medical College	H-700733
31.	Kaplan College	H-704123
32.	L.A. Unified School District	H-209848
33.	Long Beach Community College District	H-202986
34.	Los Angeles Community College District	H-204281
35.	Modern Technology School	H-701819
36.	Mount Saint Mary's College	H-203021
37.	Mount San Antonio College	H-203021
38.	North Orange Community College	H-204150
39.	Pacific Coast College	H-201913
40.	Pacific Union College	H-2021742

	<u>Name</u>	<u>Agreement No.</u>
41.	Rio Hondo Community College	H-202827
42.	Santa Monica Community College District	H-201127
43.	University of Southern California	H-202889
44.	Western University of Health Sciences	H-202181
45.	West Coast University	H-701779

8.23.20

ATTACHMENT B

GRADUATE OR ADVANCED LEVEL PHYSICAL THERAPY (PT) PROGRAMS

Clinical Coordinators

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**SOUTHERN CALIFORNIA OCCUPATIONAL THERAPY PROGRAMS AND
FIELDWORK COORDINATORS**

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University of Southern California

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**SOUTHERN CALIFORNIA OCCUPATIONAL THERAPY PROGRAMS AND
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EXHIBIT I

DEPARTMENT OF HEALTH SERVICES
UNDERGRADUATE TRAINING AFFILIATION AGREEMENT

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Attachments

Exhibit A – Undergraduate Affiliation Agreement Training Program

EXHIBIT I

Contract No. _____

AFFILIATION AGREEMENT
(Undergraduate Training Program)

THIS AGREEMENT is made and entered into this _____ day of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Affiliate")

WHEREAS, Affiliate operates the departments, training programs, or schools described in the attached exhibit(s); and

WHEREAS, pursuant to the provisions of Section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services (DHS), a network of County Hospitals, Multi-Service Ambulatory Care Centers, Comprehensive Health Centers, Health Centers and Health Services Programs (collectively, hereafter "DHS Facility" or "DHS Facilities"), as appropriate; and

WHEREAS, County and Affiliate have found it to be in the public interest that County authorize Affiliate to utilize certain facilities of County's Department of Health Services, for the purpose of providing supervised experience, as described in attached Exhibit(s), to certain of Affiliate's students, and

WHEREAS, this Agreement is authorized by California Government Code Section 26227 and California Health and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement and any exhibit(s) or attachment(s) shall be effective on the first date hereinabove written and shall continue in full force and effect through June 30. This Agreement shall thereafter be automatically renewed without further action by the parties hereto unless the desire of either party to terminate this Agreement is given in writing to the other party within thirty (30) days of an academic school year in which this Agreement is in effect.

2. TERMINATION OF AGREEMENT: This Agreement may be terminated by the Director of Health Services (hereafter "Director") or his/her designee, immediately upon giving written notice to Affiliate due to Affiliate's non-compliance with this Agreement, or notice that the County health program providing the applicable observational and clinical experience, has been or is to be discontinued, or has been or is to be so reduced or altered that provision of such clinical experience will be impractical.

In any event, the Director, on behalf of the County, may terminate this Agreement with or without cause by the giving of at least thirty (30) days prior written notice thereof to the Affiliate.

3. SCOPE OF TRAINING: This Agreement contemplates and authorizes the student's supervised experience by the Affiliate's designated instructor in a training

program(s) as described in Exhibit(s) "___", attached hereto and incorporated herein by reference.

4. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County, to each other, or by County to any student or to any instructor participating in the training program hereunder.

5. STUDENT SELECTION AND TERMINATION: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director or his/her authorized designee. Affiliate or Director may discontinue the assignment of any student to the training program at any time.

6. RESTRICTION AND TERMINATION OF STUDENT INSTRUCTION:

A. County may place upon Affiliate's student(s) restrictions such as suspension from a training program, requirement of supervision by an Affiliate Instructor, limitation of clinical activities, etc. on the assigned observational and practical clinical experience by giving written notice of such restriction in writing to the Affiliate within ten (10) days after the imposed restrictions.

B. County may immediately terminate the training of an Affiliate's student(s) in the observational and practical clinical experience. Written notice of the termination and the reason for such termination shall be sent to the Affiliate within thirty (30) days after the termination.

7. PHYSICAL EXAMINATION: Affiliate shall ensure that all of its instructors, students, and any other persons Affiliate has providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone

and successfully passed a current physical health examination, consistent with current DHS policy and Attachment III.

8. EMERGENCY HEALTH CARE: DHS Facilities, to which the Affiliate's instructors and students are assigned, will provide emergency health care to the instructors and students as required while in the facility, to the extent staff and equipment are available to provide such care. DHS Facilities will not be required to furnish any instructor or student with non-emergency medical care for an illness or injury.

9. SCHEDULING: The number of students and the times during which they will receive training at DHS Facilities designated in the exhibit shall be mutually agreed upon by Director and the designee of the Affiliate's governing body.

10. SUPERVISION AND INSTRUCTION: Affiliate shall assign instructors to supervise and instruct students at DHS Facilities, and are subject to approval of Director. Affiliate or Director may discontinue the assignment of any instructor at any time. In the event the discontinuance of an instructor in the program is the result of the Director's action, Director will provide a written notice explaining the reasons therefore to Affiliate prior to or immediately following such discontinuance.

Affiliate shall, through its instructors, provide supervision and instruction at the DHS Facilities. DHS shall provide observational opportunity and practical experience. DHS shall retain professional and administrative responsibility for services provided by Affiliate's instructors and students and shall provide sufficient direction to instructors and students to ensure that the continuity and quality of service to patients are maintained. The selection of work assignments and DHS patients with whom the

students and instructors will work with will be subject to the approval of Director.

Students and their instructors shall be subject to the rules and regulations of the DHS Facility to which they are assigned. Among other things, Director shall provide or direct Affiliate to a copy of Health Services' Risk Management Employee Handbook, and Affiliate, its Instructors, and students shall comply with this handbook's provisions.

Affiliate shall provide orientation to its instructors and students to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on County premises.

11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental disability medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

12. NON-DISCRIMINATION IN STUDENT SELECTION: The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which are under-represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

13. UNLAWFUL SOLICITATION: Affiliate shall inform those students, instructors, and administrative staff involved in this training program of the provisions of

Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

14. INDEMNIFICATION: Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:
Without limiting Affiliate's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Affiliate shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and the Insurance Coverage paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Affiliate pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Affiliate for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Affiliate's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Affiliate's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Affiliate and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insures(s). The Insured party named on the Certificate shall match the name of the Affiliate identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding the fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Affiliate, its insurance broker(s) and/or insurer(s) shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsement shall be sent to:

County of Los Angeles
Department of Health Services Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012
Attention: Director, Contract Administration and Monitoring

Affiliate also shall promptly report to County any injury or property damage accident or incident, including any injury to an Affiliate employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Affiliate. Affiliate also shall promptly notify County of any third party claim or suit filed against Affiliate or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional

insured status under Affiliate's General Liability policy with respect to liability arising out of Affiliate's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Affiliate's acts or omissions, whether such liability is attributable to the Affiliate or to the County. The full policy limits and scope of protection also shall apply to the County and the Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provision herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium Affiliate's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Affiliate's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may suspend or terminate this Agreement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Affiliate's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Affiliate. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Affiliate coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Affiliate hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Affiliate shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Affiliate shall include all Sub-Contractors as insured under the Affiliate's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Affiliate shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Affiliate as additional insureds on the Sub-Contractor's General Liability policy. Affiliate shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductible and Self-Insured Retentions (SIRs): Affiliate's policies shall not obligate the County to pay any portion of any Affiliate deductible or SIR. The County retains the right to require Affiliate to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing

Affiliate's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellations.

K. Application of Excess Liability Coverage: Affiliates may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Affiliate use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangement and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance

provisions, conditioned upon County's determination of changes to risk exposures.

O. Self-Insurance: Affiliate may provide self-insurance to meet the requirements of Paragraphs 15 and 16, as deemed satisfactory by the County.

16. INSURANCE COVERAGE:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operation Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Affiliate will provide leased employees, or is an employee leased or temporary staffing firm or a professional employer organization (PEO), coverage also shall

include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Affiliate's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Affiliate's liability arising from or related to this Agreement with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation. Affiliate's insurance coverage shall apply to activities of students, instructors and other persons of Affiliate at DHS facilities.

Affiliation Agreement Physical Exam Language

17. STUDENT AND INSTRUCTOR STATUS: Student and instructor and all other persons of Affiliate shall not be deemed employees of County with respect to this Agreement.

18. FACILITIES: Director shall cooperate with Affiliate to provide classroom and conference space and use of DHS parking facilities to Affiliate's students and instructors.

19. UNIFORMS: Each student and instructor shall wear a uniform designated by Affiliate (if required by Affiliate), except when assigned to a training program for which DHS may require a special uniform which it shall furnish.

20. CONFIDENTIALITY: Affiliate agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each student and instructor participating in the training program hereunder of the provisions of such confidentiality laws.

21. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

22. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

23. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such

programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

24. FAIR LABOR STANDARDS: The Affiliate shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but limited to, the Federal Fair Labor Standards Act, for work performed by the Affiliate's employees and/or students for which the County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

25. EMPLOYMENT ELIGIBILITY VERIFICATION: The Affiliate warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Affiliate shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Affiliate shall retain all such documentation for all covered employees for the period prescribed by law.

The Affiliate shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Affiliate or the County in connection with any alleged violation of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

26. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

27. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards and DHS Facility policies and procedures at the discretion of the Director. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected may be reported to the Board of Supervisors.

28. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Affiliate on this Agreement or other Agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, the Affiliate may have with County.

C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the Affiliate's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for

the proposed debarment and will advise the Affiliate of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Affiliate and/or the Affiliate's representative shall be given an opportunity to submit evidence at the hearing. After the hearing and/or the Affiliate's representative, shall be given the opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If an Affiliate has been debarred for a period of longer than five (5) years, that Affiliate may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it

finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. The hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall apply to Subcontractors of County Contractors.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT. Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.

31. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

32. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employ and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

33. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence to County's Child Support Compliance Program" paragraph immediately above shall constitute a default by Affiliate under this

Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement, pursuant to County Code Chapter 2.202.

34. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Affiliate understands and agrees that as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate’s behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Affiliate and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

35. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment I and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

1. Unless the Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Affiliate. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

3. If Affiliate is not required to comply with the Jury Service Program when this Agreement commences, the Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Affiliate shall immediately notify the County if Affiliate at any time either comes within the Jury Service

Program's definition of "Contractor" or if the Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, the Affiliate shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that the Affiliate demonstrate to the County's satisfaction that the Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

4. Affiliate's violation of this sub-paragraph of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

36. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and also available on the internet at www.babysafela.org for printing purposes.

37. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Affiliate acknowledges that the

County places a high priority on the implementation of the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County Affiliates to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at Affiliate's place of business. This Affiliate will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractor with the poster to be used.

38. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees to consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

39. AFFILIATE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Affiliate acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Affiliate qualifies for an exemption or exclusion, Affiliate warrants and certifies that to the best of its knowledge it is now in compliance,

and during the term of the Agreement will maintain compliance with Los Angeles Code Chapter 2.206.

40. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in the above paragraph, "Affiliate's Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Affiliate to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Affiliate, pursuant to County Code Chapter 2.206.

41. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties identified. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Health Services, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

A. Notices to Affiliate shall be addressed as follows:

- (1) Name of Educational Institution
Address
City, State, Zip Code
Attention: _____

B. Notices to County shall be addressed as follows:

- (1) County Facility
Address
City, California, Zip code
Attention: Chief Executive Officer

- (2) Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, California 90012
Attention: Director, Contract Administration & Monitoring

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Affiliate has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

Affiliate

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

Formagr: Undergraduate
Exh I
GH_8.20.10

EXHIBIT ____

____ Services
(Undergraduate Student Training Program)

1. Purpose: The affiliation authorized under this Exhibit __ allows students from _____ to obtain observational and practical clinical experience in applied _____ services at the Health Services facilities indicated in Paragraph 3 of this Exhibit.

This field experience fulfills a required portion of the total training program offered by the Affiliate.

2. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program shall be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 3 hereinbelow.

3. Facilities: Any Department of Health Services facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center (including MLK-MACC), Comprehensive Health Center, Health Center or County Health Services Program.

4. Types/Areas of Experience: The _____ experience County will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in direct patient service.
- b. Experience in interrelating with the total health care team at the facility.

- c. Experience in the use of equipment and supplies.
- d. Experience in following facility procedures.
- e. Experience in working under facility regulations.
- f. Experience with patient records and other required record keeping procedures.
- g. Experience in the application of students' training to clinical experience.

The parties acknowledge that Affiliate shall be responsible for ensuring that the experience offered to students while at Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matter, etc.)

Formagr: Undergrad
Exhibit I_8.20.10
GH:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
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Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW



Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

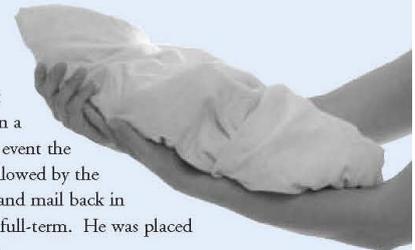
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package available from

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually. Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

EXHIBIT II

DEPARTMENT OF HEALTH SERVICES
AFFILIATION AGREEMENT
ADVANCED LEVEL TRAINING PROGRAM
WITH

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Attachments

Exhibit A – Advanced Level Training Program (Clinical Training Experience)

EXHIBIT II

Contract No. _____

AFFILIATION AGREEMENT
(Advanced Level Training Program
Clinical Training Experience)

THIS AGREEMENT is made and entered into this _____ day of
_____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Affiliate")

WHEREAS, Affiliate operates the department's training programs, or schools described in the attached exhibits(s); and

WHEREAS, pursuant to the provisions of Section 1441 of the California Health and Safety Code, County has established and operated, through its Department of Health Services (DHS), a network of County Hospitals, Multi-Service Ambulatory Care Centers, Comprehensive Health Centers, Health Care Centers and Health Services Programs (collectively, hereafter "DHS Facility" or "DHS Facilities"), as appropriate, and

WHEREAS, County and Affiliate have found it to be in the public interest that County authorize an affiliation for training programs in clinical field work experience, for

externship, rotation, practicum, or other clinical training experience (all hereafter “clinical training experience”). Affiliate’s advanced level student(s) [hereafter “Advanced Student(s)”] as a portion of the institution/professional school’s curriculum and a State licensing requirement.

WHEREAS the academic institution/professional school (hereafter, “Affiliate”) desires an affiliation with County so that a “preceptor” may work with their advanced student(s) in a clinical training experience at DHS facilities; and

WHEREAS, “preceptor” is defined as County staff who volunteer to act as a mentor to the advanced student(s) who will be performing educational work requirements alongside the preceptor in the performance of the County staff’s normal duties.

WHEREAS, Affiliate will be responsible for designating the Advanced Student(s) qualifying for the clinical training experience at DHS Facilities; and.

WHEREAS, the clinical training experience is an integral part of the professional academic curriculums of the Affiliate’s advanced training disciplines including but not limited to nursing leadership or administrative preceptors, advance practice nursing student (e.g., nurse practitioner, clinical nurse specialist, nurse mid-wife and registered nurse anesthetist who are already licensed as a Registered Nurse by the State of California), physician assistant, physical therapy, occupational therapy, recreational therapy, speech and audiology therapy, radiological technology, social work, and clinical psychology; and

WHEREAS, the County and Affiliate mutually agree to extend the clinical training experience at DHS facilities to certain undergraduate students in the disciplines of assistant physical therapy, assistant occupational therapy and respiratory therapy. The practices understand and agree the disciplines above do not require an Affiliate instructor to accompany the student(s) for the required clinical training experience consistent with the California Business and Professions Code, under sections 2570.6, 2655.9, and 3742.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement and any exhibit(s) or attachment(s) shall be effective on the first date hereinabove written and shall thereafter continue in full force and effect through June 30. This Agreement shall thereafter be automatically renewed without further action by the parties hereto unless the desire of either party to terminate this Agreement for any reason is given at least thirty (30) days prior written notice to the other party.

2. TERMINATION OF AGREEMENT: This Agreement may be terminated by the Director of Health Services (hereafter "Director") or his/her designee, immediately upon giving written notice to Affiliate due to the Affiliate's non-compliance with this Agreement, or notice that the County health program providing the applicable clinical experiences has been or is to be discontinued, or has been or is to be so reduced or altered, that provision of such clinical experience will be impractical.

In any event, the Director, on behalf of the County, may terminate this Agreement with or without cause by the giving of at least thirty (30) days prior written notice thereof to the Affiliate.

3. SCOPE OF TRAINING: This Agreement contemplates and authorizes the training programs as described in Exhibit(s) ___ attached hereto and incorporated herein by reference, for the clinical training experience requirement under the supervision and instruction of an approved County Preceptor, and part of the Affiliate's degree requirement.

4. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County, to each other, or by County to any student or to any instructor participating in the training program hereunder.

5. STUDENT SELECTION AND TERMINATION: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director. Affiliate or Director may discontinue the assignment of any student in the training program at any time.

6. PHYSICAL EXAMINATION: Affiliate shall ensure that all of its instructors, students, and any other persons Affiliate has providing services or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination.

Such physical health examination shall be required at least once a year. All physical health examinations shall be performed at no cost to the County and by a person lawfully authorized to perform such an examination, consistent with current DHS policy and Attachment III.

7. EMERGENCY HEALTH CARE: DHS facilities, to which the Affiliate's Advanced Students are assigned, will provide emergency health care to the students as required while in the facility, to the extent staff and equipment are available to provide

such care. DHS facilities will not be required to furnish any instructor or student with non-emergency medical care for an illness or injury.

8. SCHEDULING: The number of Advanced Students and the times during which they will receive training at DHS' facilities designated in the exhibit shall be mutually agreed upon by Director and the designee of the Affiliate's governing body. A County preceptor shall only mentor a maximum of two advanced students or lesser number of advanced students as permitted by law.

9. SUPERVISION AND INSTRUCTION: County preceptors in the performance of his or her normal County duties shall supervise and instruct Affiliate's Advanced Student(s) while they participate in the assigned clinical training experience. Advanced Students shall be subject to the rules and regulations of the DHS facility to which they are assigned. Among other things, Director shall provide or direct Affiliate to a copy of the Health Services' Risk Management Employee Handbook. Affiliate and students shall comply with this handbook's provisions.

10. RESTRICTION AND TERMINATION OF STUDENT INSTRUCTION:

A. County may place upon Affiliate's Advanced Student(s) restrictions such as suspension from training program, requirement of supervision by an Affiliate instructor, limitation of clinical activities, etc. on the assigned clinical training experience by giving written notice of such restriction in writing to the Affiliate within ten (10) days after the imposed restriction(s).

B. County may immediately terminate the training of an Affiliate's Advance Student(s) in the clinical training experience. Written notice of the

termination and the reason for such termination shall be sent to the Affiliate within ten (10) days after the date of termination.

11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental disability medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

12. NON-DISCRIMINATION IN STUDENT SELECTION: The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which are under-represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

13. UNLAWFUL SOLICITATION: Affiliate shall inform those students, instructors, and administrative staff involved in this training program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to utilize the attorney referral

service of all those bar associations within Los Angeles County that have such a service.

14. INDEMNIFICATION:

(Standard Provision)

Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

(Mutual Indemnification Provision for Public Entities)

Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend, and hold harmless Affiliate, employees, agents and students from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:

Without limiting Affiliate's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met,

Affiliate shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and the Insurance Coverage paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Affiliate pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Affiliate for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Affiliate’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Affiliate’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Affiliate and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insures(s). The Insured party named on the Certificate shall

match the name of the Affiliate identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding the fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Affiliate, its insurance broker(s) and/or insurer(s) shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsement shall be sent to:

County of Los Angeles
Department of Health Services Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012
Attention: Director, Contract Administration and Monitoring

Affiliate also shall promptly report to County any injury or property damage accident or incident, including any injury to an Affiliate employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Affiliate. Affiliate also shall

promptly notify County of any third party claim or suit filed against Affiliate or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Affiliate's General Liability policy with respect to liability arising out of Affiliate's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Affiliate's acts or omissions, whether such liability is attributable to the Affiliate or to the County. The full policy limits and scope of protection also shall apply to the County and the Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provision herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium Affiliate's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Affiliate's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may suspend or terminate this Agreement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Affiliate's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Affiliate. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Affiliate coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Affiliate hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Affiliate shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Affiliate shall include all Sub-Contractors as insured under the Affiliate's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Affiliate shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Affiliate as additional insureds on

the Sub-Contractor's General Liability policy. Affiliate shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductible and Self-Insured Retentions (SIRs): Affiliate's policies shall not obligate the County to pay any portion of any Affiliate deductible or SIR. The County retains the right to require Affiliate to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Affiliate's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellations.

K. Application of Excess Liability Coverage: Affiliates may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Affiliate use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangement and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes to risk exposures.

O. Self-Insurance: Affiliate may provide self-insurance to meet the requirements of Paragraph 15 and 16, as deemed satisfactory by the County.

16. INSURANCE COVERAGE:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operation Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of

autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Affiliate will provide leased employees, or is an employee leased or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Affiliate's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Affiliate's liability arising from or related to this Agreement with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation. Affiliate's insurance coverage shall apply to activities of students, instructors and other persons of Affiliate at DHS facilities.

F. Student Malpractice Insurance: Affiliate's Advanced Students shall maintain appropriate malpractice insurance coverage for any activities under this Agreement, unless such coverage is provided by Affiliate.

17. ADVANCED STUDENT STATUS: Advanced students and other persons of Affiliate shall not be deemed employees of County with respect to this Agreement.

18. FACILITIES: Director shall cooperate with Affiliate to provide use of DHS parking facilities to Affiliate's Advanced Students.

19. UNIFORMS: Each Advanced Student may be required to wear a uniform when assigned to the clinical training experience program at the DHS Facility.

20. CONFIDENTIALITY: Affiliate agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each Advanced Student participating in the clinical training experience program hereunder of the provisions of such confidentiality laws.

21. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

22. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This

does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

23. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

24. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Affiliate shall obtain and maintain, and shall ensure that each of its Advanced Students obtain and maintain, in effect all licenses, permits, registrations, and certificates as required by all Federal, State, and local laws, ordinances, regulations, guidelines and directives which are applicable to County's Facility(ies) and services during the term of this Agreement.

25. FAIR LABOR STANDARDS: The Affiliate shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but limited to, the Federal Fair Labor Standards Act, for work performed by

the Affiliate's employees and/or students for which the County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

26. EMPLOYMENT ELIGIBILITY VERIFICATION: The Affiliate warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Affiliate shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Affiliate shall retain all such documentation for all covered employees for the period prescribed by law.

The Affiliate shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Affiliate or the County in connection with any alleged violation of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

27. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance

shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

28. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected may be reported to the Board of Supervisors.

29. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Affiliate on this Agreement or other Agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, the Affiliate may have with County.

C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the Affiliate's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise the Affiliate of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Affiliate and/or the Affiliate's representative shall be given an opportunity to submit evidence at the hearing. After the hearing and/or the Affiliate's representative, shall be given the opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If an Affiliate has been debarred for a period of longer than five (5) years, that Affiliate may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At

the hearing the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. The hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall apply to Subcontractors of County Contractors.

30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT. Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

31. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.

32. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under

this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

33. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department Notices of Wage and Earnings Assignment for Child Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

34. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence to County's Child Support Compliance Program" paragraph immediately above shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph (or "Term and Termination" Paragraph of this Agreement, whichever is applicable) and pursue debarment of Affiliate, pursuant to County Code Chapter 2.202.

35. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Affiliate understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both

internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate's behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Affiliate and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

36. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los

Angeles County Code, a copy of which is attached hereto as Attachment I and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

1. Unless the Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Affiliate. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

3. If Affiliate is not required to comply with the Jury Service Program when this Agreement commences, the Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Affiliate shall immediately notify the County if Affiliate at any time either comes within the Jury Service Program's definition of "Contractor" or if the Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, the Affiliate shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that the Affiliate demonstrate to the County's satisfaction that the Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

4. Affiliate's violation of this sub-paragraph of this Agreement may constitute a material breach of the Agreement. In the event of such

material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

37. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and also available on the internet at www.babysafela.org for printing purposes.

38. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Affiliate acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County Affiliates to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at Affiliate's place of business. This Affiliate will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractor with the poster to be used.

39. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees to consent to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40. AFFILIATE’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Affiliate acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Affiliate qualifies for an exemption or exclusion, Affiliate warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agreement will maintain compliance with Los Angeles Code Chapter 2.206.

41. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM: Failure of Affiliate to maintain compliance with the requirements set forth in the above paragraph, “Affiliate’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program”, shall constitute default under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Affiliate to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Affiliate, pursuant to County Code Chapter 2.206.

42. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties identified. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Health Services, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

A. Notices to Affiliate shall be addressed as follows:

- (1) Name of Educational Institution
Address
City, State, Zip Code
Attention: _____

B. Notices to County shall be addressed as follows:

- (1) County Facility
Address
City, California, Zip code
Attention: Chief Executive Officer
- (2) Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, California 90012
Attention: Director, Contract Administration & Monitoring

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Affiliate has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

Affiliate

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

Formagr:Advanced level
EXHIBIT II
GH_8.20.10

EXHIBIT A
_____ Services
Advanced Level Training Program

1. Purpose: The affiliation authorized under this Exhibit A, allows students in an advanced training program from _____ to obtain practical clinical field experience in applied _____ services at the Health Services facilities indicated in Paragraph 3 of this Exhibit.

2. Supervision: The parties acknowledge that students under this agreement are advanced level and otherwise do not require Affiliate to provide an instructor as compared to training of other students by the County.

3. Preceptor/Student Ratio: A County Preceptor shall only mentor a maximum of two students or lesser number of students as permitted by law.

4. Clinical Field Work Experience: The advanced training programs requiring the clinical training experience shall include, but are not limited to, advanced practicing nursing students (e.g., nurse practitioner, clinical nurse specialist, nurse mid-wife, and registered nurse anesthetist. Nursing students will be required to be licensed by the State Board for the advance practicing nurse training program), Physician Assistant, Physical Therapy, Occupational Therapy, Recreational Therapy, Speech and Audiology Therapy, Radiological Technology, Social Worker and Clinical Psychology.

The clinical training experience shall also include the Affiliate's undergraduate training programs for Assistant Physical Therapy, Assistant Occupational Therapy and Respiratory Therapy.

Affiliate represents that the clinical training experience fulfills a required portion of the total training program offered by the Affiliate.

5. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program may be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 6 hereinbelow.

Affiliate shall provide preceptor with its required evaluation forms to be completed for each student in the clinical training experience.

6. Facilities: Any facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center (including MLK-MACC), Comprehensive Health Center, Health Center or County Health Services Program.

7. Types/Areas of Experience: The _____ experience County will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in the application of students' training to clinical experience.
- b. Experience in direct patient services.
- c. Experience in interrelating with the total health care team at the facility.
- d. Experience in the use of equipment and supplies.
- e. Experience in following facility procedures.

- f. Experience in working under facility regulations.
- g. Experience with patient records and other required record keeping procedures.

The parties acknowledge and mutually agree that Affiliate shall be responsible for ensuring that the clinical training experience offered to Affiliate's advanced students while at Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matter, etc.)

Formagr:Advanced
EXHIBIT I
GHI_8.20.10

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW



Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

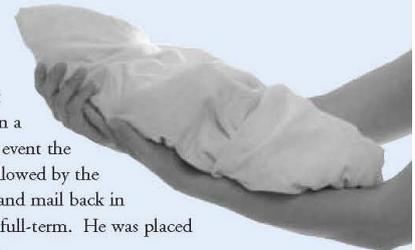
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package available from

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually. Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

EXHIBIT III

DEPARTMENT OF HEALTH SERVICES
UNDERGRADUATE TRAINING AFFILIATION AGREEMENT
WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LOS ANGELES

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EXHIBIT III

Contract No. _____

AFFILIATION AGREEMENT
(Undergraduate Training Program)

THIS AGREEMENT is made and entered into this _____ day of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA LOS ANGELES
(hereafter "Affiliate")

WHEREAS, Affiliate operates the departments, training programs, or schools described in the attached exhibit(s); and

WHEREAS, pursuant to the provisions of Section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services (DHS), a network of County Hospitals, Multi-Service Ambulatory Care Centers, Comprehensive Health Centers, Health Centers and Health Services Programs (collectively, hereafter "DHS Facility" or "DHS Facilities"), as appropriate; and

WHEREAS, County and Affiliate have found it to be in the public interest that County authorize Affiliate to utilize certain facilities of County's Department of Health Services, for the purpose of providing supervised experience, as described in attached Exhibit(s), to certain of Affiliate's students, and

WHEREAS, this Agreement is authorized by California Government Code Section 26227 and California Health and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement and any exhibit(s) or attachment(s) shall be effective on the first date hereinabove written and shall continue in full force and effect through June 30. This Agreement shall thereafter be automatically renewed without further action by the parties hereto unless the desire of either party to terminate this Agreement is given in writing to the other party within thirty (30) days of an academic school year in which this Agreement is in effect.

2. TERMINATION OF AGREEMENT: This Agreement may be terminated by the Director of Health Services (hereafter "Director") or his/her designee, immediately upon giving written notice to Affiliate due to Affiliate's non-compliance with this Agreement, or notice that the County health program providing the applicable observational and clinical experience has been or is to be discontinued, or has been or is to be so reduced or altered that provision of such clinical experience will be impractical.

In any event, the Director, on behalf of the County, may terminate this Agreement with or without cause by the giving of at least thirty (30) days prior written notice thereof to the Affiliate.

3. SCOPE OF TRAINING: This Agreement contemplates and authorizes the student's supervised experience by the Affiliate's designated instructor in a training program(s) as described in Exhibit(s) "___", attached hereto and incorporated herein by reference.

4. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County, to each other, or by County to any student or to any instructor participating in the training program hereunder.

5. STUDENT SELECTION AND TERMINATION: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director or his/her authorized designee. Affiliate or Director may discontinue the assignment of any student to the training program at any time.

6. RESTRICTION AND TERMINATION OF STUDENT INSTRUCTION:

A. County may place upon Affiliate's student(s) restrictions such as suspension from a training program, requirement of supervision by an Affiliate Instructor, limitation of clinical activities, etc. on the assigned observational and practical clinical experience by giving written notice of such restriction in writing to the Affiliate within ten (10) days after the imposed restrictions.

B. County may immediately terminate the training of an Affiliate's student(s) in the observational and practical clinical experience. Written notice of the termination and the reason for such termination shall be sent to the Affiliate within thirty (30) days after the termination.

7. MEDICAL HEALTH SCREENING: Affiliate shall ensure that all of its instructors, students, and any other persons Affiliate has providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Attachment III, Medical Health Screening.

8. EMERGENCY HEALTH CARE: DHS Facilities, to which the Affiliate's instructors and students are assigned, will provide emergency health care to the instructors and students as required while in the facility, to the extent staff and equipment are available to provide such care. DHS Facilities will not be required to furnish any instructor or student with non-emergency medical care for an illness or injury.

9. SCHEDULING: The number of students and the times during which they will receive training at DHS' Facilities designated in the exhibit shall be mutually agreed upon by Director and the designee of the Affiliate's governing body.

10. SUPERVISION AND INSTRUCTION: Affiliate shall assign instructors to supervise and instruct students at DHS Facilities, and are subject to approval of Director. Affiliate or Director may discontinue the assignment of any instructor at any time. In the event the discontinuance of an instructor in the program is the result of the Director's action, Director will provide a written notice explaining the reasons therefore to Affiliate prior to or immediately following such discontinuance.

Affiliate shall, through its instructors, provide supervision and instruction at the DHS Facilities. DHS shall provide observational opportunity and practical experience. DHS shall retain professional and administrative responsibility for services provided by Affiliate's instructors and students and shall provide sufficient direction to instructors and students to ensure that the continuity and quality of service to patients are maintained. The selection of work assignments and DHS patients with whom the students and instructors will work with will be subject to the approval of Director. Students and their instructors shall be subject to the rules and regulations of the DHS

acility to which they are assigned. Among other things, Director shall provide or direct Affiliate to a copy of Health Services' Risk Management Employee Handbook, and Affiliate, its instructors, and students shall comply with this handbook's provisions.

Affiliate shall provide orientation to its instructors and students to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on County premises.

11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental disability medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

12. NON-DISCRIMINATION IN STUDENT SELECTION: The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which are under-represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

13. UNLAWFUL SOLICITATION: Affiliate shall inform those students, instructors, and administrative staff involved in this training program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding

unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

14. INDEMNIFICATION: Affiliate shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend and hold harmless the Affiliate, its officers, employees, students, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:
Without limiting Affiliate's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Affiliate shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and the Insurance Coverage paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation

imposed upon Affiliate pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Affiliate for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Affiliate's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Affiliate's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Affiliate and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insures(s). The Insured party named on the Certificate shall match the name of the Affiliate identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial

rating, the amounts of any policy deductibles or self-insured retentions exceeding the fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Affiliate, its insurance broker(s) and/or insurer(s) shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsement shall be sent to:

County of Los Angeles
Department of Health Services Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012
Attention: Director, Contract Administration and Monitoring

Affiliate also shall promptly report to County any injury or property damage accident or incident, including any injury to an Affiliate employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Affiliate. Affiliate also shall promptly notify County of any third party claim or suit filed against Affiliate or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Affiliate's General Liability policy with respect to liability arising out of Affiliate's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Affiliate's acts or omissions, whether such liability is attributable to the Affiliate or to the County. The full policy limits and scope of protection also shall apply to the County and the Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provision herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium Affiliate's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Affiliate's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may suspend or terminate this Agreement.

E. Insurer Financial Ratings: If applicable, coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Affiliate's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Affiliate. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Affiliate coverage unless for liability arising from the County's sole negligence.

G. Waivers of Subrogation: Intentionally Omitted.

H. Sub-Contractor Insurance Coverage Requirements: If applicable, Affiliate shall include all Sub-Contractors as insured under the Affiliate's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Affiliate shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Affiliate as additional insureds on the Sub-Contractor's General Liability policy. Affiliate shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductible and Self-Insured Retentions (SIRs): Affiliate's policies shall not obligate the County to pay any portion of any Affiliate deductible or SIR. The County retains the right to require Affiliate to provide a bond guaranteeing

Contractor's payment of all deductibles and SIRS, including all related claims investigations, administration and defense expenses.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellations.

K. Application of Excess Liability Coverage: Affiliates may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Affiliate use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangement and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance

provisions, conditioned upon County's determination of changes to risk exposures.

O. Self-Insurance: Affiliate may provide self-insurance to meet the requirements of Paragraphs 15 and 16, as deemed satisfactory by the County.

16. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operation Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Affiliate will provide leased employees, or is an employee leased or temporary staffing firm or a professional employer organization (PEO), coverage also shall

include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Affiliate's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Affiliate's liability arising from or related to this Agreement with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation. Affiliate's insurance coverage shall apply to activities of students, instructors and other persons of Affiliate at DHS Facilities.

17. STUDENT AND INSTRUCTOR STATUS: Student and instructor and all other persons of Affiliate shall not be deemed employees of County.

18. FACILITIES: Director shall cooperate with Affiliate to provide classroom and conference space and use of DHS parking facilities to Affiliate's students and instructors.

19. UNIFORMS: Each student and instructor shall wear a uniform designated by Affiliate (if required by Affiliate), except when assigned to a training program for which DHS may require a special uniform which it shall furnish.

20. CONFIDENTIALITY: Affiliate agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each student and instructor participating in the training program hereunder of the provisions of such confidentiality laws.

21. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

22. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

23. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such

programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

24. FAIR LABOR STANDARDS: The Affiliate shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but limited to, the Federal Fair Labor Standards Act, for work performed by the Affiliate's employees and/or students for which the County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

25. EMPLOYMENT ELIGIBILITY VERIFICATION: The Affiliate warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Affiliate shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Affiliate shall retain all such documentation for all covered employees for the period prescribed by law.

The Affiliate shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Affiliate or the County in connection with any alleged violation of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

26. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

27. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards and DHS Facility policies and procedures at the discretion of the Director. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected may be reported to the Board of Supervisors.

28. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Affiliate on this Agreement or other Agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, the Affiliate may have with County.

C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the Affiliate's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise the Affiliate of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Affiliate and/or the Affiliate's representative shall be given an opportunity to submit evidence at the hearing. After the hearing and/or the Affiliate's representative, shall be given the opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If an Affiliate has been debarred for a period of longer than five (5) years, that Affiliate may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to

reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. The hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or

adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall apply to Subcontractors of County Contractors.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT. Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.

31. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County

manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

32. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department Notices of Wage and Earnings Assignment for Child Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

33. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence to County's Child Support Compliance Program"

paragraph immediately above shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination Agreement" and pursue debarment of Affiliate, pursuant to County Code Chapter 2.202.

34. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Affiliate understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate's behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate's obligations under HIPAA, but will independently seek its own

counsel and take the necessary measures to comply with the law and its implementing regulations.

Affiliate and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

35. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment I and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

1. Unless the Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any

fees received for such jury service with the Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Affiliate. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

3. If Affiliate is not required to comply with the Jury Service Program when this Agreement commences, the Affiliate shall have a continuing obligation to review the applicability of its "exception status"

from the Jury Service Program, and the Affiliate shall immediately notify the County if Affiliate at any time either comes within the Jury Service Program's definition of "Contractor" or if the Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, the Affiliate shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that the Affiliate demonstrate to the County's satisfaction that the Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

4. Affiliate's violation of this sub-paragraph of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

36. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and also available on the internet at www.babysafela.org for printing purposes.

37. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Affiliate acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County Affiliates to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at Affiliate's place of business. This Affiliate will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractor with the poster to be used.

38. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees to consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

39. AFFILIATE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Affiliate acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Affiliate qualifies for an exemption or exclusion, Affiliate warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agreement will maintain compliance with Los Angeles Code Chapter 2.206.

40. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM: Failure of Affiliate to maintain compliance with the requirements set forth in the above paragraph, "Affiliate's Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Affiliate to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Affiliate, pursuant to County Code Chapter 2.206.

41. PRIOR AGREEMENT SUPERSEDED: Reference is made to that certain document entitled:

<u>Title</u>	<u>County Agreement No.</u>	<u>Date of Execution</u>
Affiliation Agreement	59264	May 17, 1988

42. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties identified. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Health Services, or his/her

designee, shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

A. Notices to Affiliate shall be addressed as follows:

- (1) University of California, Los Angeles
School of Nursing
P.O. Box 951702
Los Angeles, California 90095-1702
Attention: Academic Affair Coordinator

B. Notices to County shall be addressed as follows:

- (1) Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, California 90509
Attention: Chief Executive Officer
- (2) Olive View-UCLA Medical Center
1445 Olive View Drive
Sylmar, California 91342
Attention: Chief Executive Officer
- (3) Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, California 90012
Attention: Director, Contract Administration & Monitoring

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Affiliate has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA LOS ANGELES
Affiliate

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

Formagr: Undergraduate
Exhibit III_8.20.10

EXHIBIT A

Nursing Services (Undergraduate Student Training Programs)

1. Purpose: The affiliation authorized under this Exhibit A allows students from the University of California Los Angeles to obtain observational and practical clinical experience in applied nursing services at the Health Services facilities indicated in Paragraph 3 of this Exhibit.

This experience fulfills a required portion of the total training program offered by the Affiliate.

2. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program shall be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 3 hereinbelow.

3. Facilities: Any Department of Health Services facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center (including MLK-MACC), Comprehensive Health Center, Health Center or County Health Services Program.

4. Types/Areas of Experience: The nursing experience County will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in direct patient service.

- b. Experience in interrelating with the total health care team at the facility.
- c. Experience in the use of equipment and supplies.
- d. Experience in following facility procedures.
- e. Experience in working under facility regulations.
- f. Experience with patient records and other required record keeping procedures.
- g. Experience in the application of students' training to clinical experience.

The parties acknowledge that Affiliate shall be responsible for ensuring that the experience offered to students while at Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matters, etc)

Formagr: Undergrad
Exhibit III
GH:8.20.10

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW



Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

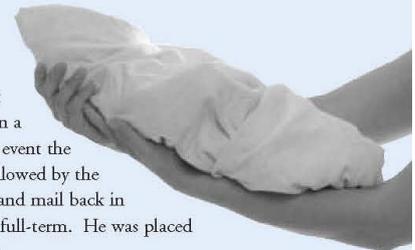
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT IV

DEPARTMENT OF HEALTH SERVICES

AFFILIATION AGREEMENT
(ADVANCED LEVEL TRAINING PROGRAM)

WITH

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LOS ANGELES

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Attachments

Exhibit A – Nurse Practitioner Advanced Level Training Program
(Clinical Training Experience)

Exhibit B – Social Welfare Services - Advanced Level Training Program
(Clinical Training Experience)

EXHIBIT IV

Contract No. _____

AFFILIATION AGREEMENT
(Advanced Level Training Program
Clinical Training Experience)

THIS AGREEMENT is made and entered into this _____ day of
_____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA LOS ANGELES
(hereafter "Affiliate")

WHEREAS, Affiliate operates the department's training programs, or schools described in the attached exhibits(s); and

WHEREAS, pursuant to the provisions of Section 1441 of the California Health and Safety Code, County has established and operated, through its Department of Health Services (DHS), a network of County Hospitals, Multi-Service Ambulatory Care Centers, Comprehensive Health Centers, Health Care Centers and Health Services Programs (collectively, hereafter "DHS Facility" or "DHS Facilities"), as appropriate, and

WHEREAS, County and Affiliate have found it to be in the public interest that County authorize an affiliation for training programs in clinical field work

experience, externship, rotation, practicum, or other clinical training experience (all hereafter “clinical training experience”) for Affiliate’s advanced level student(s) [hereafter “advanced student(s)”] as a portion of the institution/professional school’s curriculum and a “State licensing requirement”.

WHEREAS the academic institution/professional school (hereafter, “Affiliate”) desires an affiliation with County to that a “preceptor” may work with their Advanced Student(s) in clinical training experience at DHS facilities; and

WHEREAS, “preceptor” is defined as County staff who volunteer to act as a mentor to the advanced student(s) who will be performing educational work requirements alongside the preceptor in the performance of the County staffs’s duties.

WHEREAS, Affiliate will be responsible for designating the advanced student(s) qualifying for the practical clinical training experience at DHS Facilities; and.

WHEREAS, the clinical training experience is an integral part of the professional academic curriculums of the Affiliate’s advanced training disciplines including, but not limited to, nursing leadership or administrative preceptorship, advanced practice nursing student (e.g., nurse practitioner, clinical nurse specialist, nurse mid-wife and registered nurse anesthetist who are already licensed as a Registered Nurse by the State of California), physician assistant, physical therapy, occupational therapy, recreational therapy, speech and audiology therapy, radiological technology, social work, and clinical psychology; and

WHEREAS, the County and Affiliate mutually agree to extend the clinical training experience at DHS facilities to certain undergraduate students in the disciplines of assistant physical therapy, assistant occupational therapy and respiratory therapy.

The parties understand and agree that the disciplines above do not require an Affiliate instructor to accompany the student(s) for the required clinical training experience as consistent with the California Business and Professions Code, sections 2570.6, 2655.9, and 3742.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement and any exhibit(s) or attachment(s) shall be effective on the first date hereinabove written and shall thereafter continue in full force and effect through June 30. This Agreement shall thereafter be automatically renewed without further action by the parties hereto unless the desire of either party to terminate this Agreement for any reason is given at least thirty (30) days prior written notice to the other party.

2. TERMINATION OF AGREEMENT: This Agreement may be terminated by the Director of Health Services (hereafter "Director") or his/her designee, immediately upon giving written notice to Affiliate due to the Affiliate's non-compliance with this Agreement, or notice that the DHS health program providing the applicable clinical experience, has been or is to be discontinued, or has been or is to be so reduced or altered, that provision of such clinical experience will be impractical.

In any event, the Director, on behalf of the County, may terminate this Agreement with or without cause by the giving of at least thirty (30) days prior written notice thereof to the Affiliate.

3. SCOPE OF TRAINING: This Agreement contemplates and authorizes the training programs as described in Exhibits A and B attached hereto and incorporated herein by reference, for the clinical training experience requirement under

the supervision and instruction of an approved County Preceptor, and part of the Affiliate's degree requirement.

4. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County, to each other, or by County to any student or to any instructor participating in the training program hereunder.

5. STUDENT SELECTION AND TERMINATION: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director. Affiliate or Director may discontinue the assignment of any student in the training program at any time.

6. MEDICAL HEALTH SCREENING: Affiliate shall ensure that all of its instructors, students, and any other persons Affiliate has providing services and or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with DHS policy and Attachment III, Medical Health Screening.

7. EMERGENCY HEALTH CARE: DHS facilities, to which the Affiliate's Advanced Students are assigned, will provide emergency health care to the students as required while in the facility, to the extent staff and equipment are available to provide such care. DHS facilities will not be required to furnish any instructor or student with non-emergency medical care for an illness or injury.

8. SCHEDULING: The number of Advanced Students and the times during which they will receive training at DHS' facilities designated in the exhibit shall be mutually agreed upon by Director and the designee of the Affiliate's governing body. A

County preceptor shall only mentor a maximum of two Advanced Students or lesser number of Advanced Students as permitted by law.

9. SUPERVISION AND INSTRUCTION: County preceptors in the performance of his or her normal County duties shall supervise and instruct Affiliate's Advanced Student(s) while they participate in the assigned practical training experience. Advanced Students shall be subject to the rules and regulations of the DHS facility to which they are assigned. Among other things, Director shall supply provide or direct Affiliate to a copy of the Health Services' Risk Management Employee Handbook. Affiliate and students shall comply with this handbook's provisions.

10. RESTRICTION AND TERMINATION OF STUDENT INSTRUCTION:

A. County may place upon Affiliate's Advanced Student(s) restrictions such as suspension from training program, requirement of supervision by an Affiliate instructor, limitation of clinical activities, etc. on the assigned clinical training experience by giving written notice of such restriction in writing to the Affiliate within ten (10) days after the imposed restriction(s).

B. County may immediately terminate the training of an Affiliate's Advance Student(s) in the clinical training experience. Written notice of the termination and the reason for such termination shall be sent to the Affiliate within ten (10) days after the date of termination.

11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental disability medical condition,

marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

12. NON-DISCRIMINATION IN STUDENT SELECTION: The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which are under-represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

13. UNLAWFUL SOLICITATION: Affiliate shall inform those students, instructors, and administrative staff involved in this training program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

14. INDEMNIFICATION: Affiliate shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness

fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend and hold harmless Affiliate, its officers, employees, students, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE: Without limiting Affiliate's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Affiliate shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and the Insurance Coverage paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Affiliate pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Affiliate for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Affiliate's General Liability policy, shall

be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Affiliate's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Affiliate and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insures(s). The Insured party named on the Certificate shall match the name of the Affiliate identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding the fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Affiliate, its insurance broker(s) and/or

insurer(s) shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsement shall be sent to:

County of Los Angeles
Department of Health Services Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012
Attention: Director, Contract Administration and Monitoring

Affiliate also shall promptly report to County any injury or property damage accident or incident, including any injury to an Affiliate employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Affiliate. Affiliate also shall promptly notify County of any third party claim or suit filed against Affiliate or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Affiliate's General Liability policy with respect to liability arising out of Affiliate's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Affiliate's acts or

omissions, whether such liability is attributable to the Affiliate or to the County. The full policy limits and scope of protection also shall apply to the County and the Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provision herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium Affiliate's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Affiliate's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may suspend or terminate this Agreement.

E. Insurer Financial Ratings: If applicable, coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Affiliate's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Affiliate. Any County maintained insurance or self-insurance coverage shall be in excess of and not

contribute to any Affiliate coverage unless for liability arising from the County's sole negligence.

G. Waivers of Subrogation: Intentionally Omitted.

H. Sub-Contractor Insurance Coverage Requirements: If applicable, Affiliate shall include all Sub-Contractors as insured under the Affiliate's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Affiliate shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Affiliate as additional insureds on the Sub-Contractor's General Liability policy. Affiliate shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductible and Self-Insured Retentions (SIRs): Affiliate's policies shall not obligate the County to pay any portion of any Affiliate deductible or SIR. The County retains the right to require Affiliate to provide a bond guaranteeing Affiliate's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellations.

K. Application of Excess Liability Coverage: Affiliates may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Affiliate use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangement and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes to risk exposures.

O. Self-Insurance: Affiliate may provide self-insurance to meet the requirements of Paragraph 15 and 16, as deemed satisfactory by the County.

16. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operation Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Affiliate will provide leased employees, or is an employee leased or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Affiliate's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Affiliate's liability arising from or related to this Agreement with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

E. Affiliate's insurance coverage shall apply to activities of students, instructors and other persons of Affiliate at DHS facilities.

F. Student Malpractice Insurance: Affiliate's Advanced Students shall maintain appropriate malpractice insurance coverage for any activities under this Agreement, unless such coverage is provided by Affiliate.

17. ADVANCED STUDENT STATUS: Advanced students and other persons of Affiliate shall not be deemed employees of County with respect to this Agreement.

18. FACILITIES: Director shall cooperate with Affiliate to provide use of DHS parking facilities to Affiliate's Advanced Students.

19. UNIFORMS: Each Advanced Student may be required to wear a uniform when assigned to the clinical training experience program at the DHS Facility.

20. CONFIDENTIALITY: Affiliate agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each Advance Student participating in the clinical training experience training program hereunder of the provisions of such confidentiality laws.

21. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the

total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

22. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

23. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

24. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Affiliate shall obtain and maintain, and shall ensure that each of its Advanced Students obtain and maintain, in effect all licenses, permits, registrations, and certificates as required by all Federal, State, and local laws, ordinances, regulations, guidelines and directives

which are applicable to County's Facility(ies) and services during the term of this Agreement.

25. FAIR LABOR STANDARDS: The Affiliate shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but limited to, the Federal Fair Labor Standards Act, for work performed by the Affiliate's employees and/or students for which the County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

26. EMPLOYMENT ELIGIBILITY VERIFICATION: The Affiliate warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Affiliate shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Affiliate shall retain all such documentation for all covered employees for the period prescribed by law.

The Affiliate shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be

assessed against the Affiliate or the County in connection with any alleged violation of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

27. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

28. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected may be reported to the Board of Supervisors.

29. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of

the Affiliate on this Agreement or other Agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, the Affiliate may have with County.

C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the Affiliate's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise the Affiliate of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Affiliate and/or the Affiliate's representative shall be given an opportunity to submit evidence at the hearing.

After the hearing and/or the Affiliate's representative, shall be given the opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If an Affiliate has been debarred for a period of longer than five (5) years, that Affiliate may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. The hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall apply to Subcontractors of County Contractors.

30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT. Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned

Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

31. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.

32. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

33. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has

established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department Notices of Wage and Earnings Assignment for Child Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

34. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence to County's Child Support Compliance Program" paragraph immediately above shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph (or "Term and Termination"

Paragraph of this Agreement, whichever is applicable) and pursue debarment of Affiliate, pursuant to County Code Chapter 2.202.

35. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Affiliate understands and agrees that as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate’s behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Affiliate and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable

actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

36. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment I and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

1. Unless the Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with

County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Affiliate. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

3. If Affiliate is not required to comply with the Jury Service Program when this Agreement commences, the Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Affiliate shall immediately notify the County if Affiliate at any time either comes within the Jury Service Program's definition of "Contractor" or if the Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, the Affiliate

shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that the Affiliate demonstrate to the County's satisfaction that the Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

4. Affiliate's violation of this sub-paragraph of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

37. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and also available on the internet at www.babysafela.org for printing purposes.

38. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Affiliate acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County

Affiliates to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at Affiliate's place of business. This Affiliate will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractor with the poster to be used.

39. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees to consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40. AFFILIATE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Affiliate acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Affiliate qualifies for an exemption or exclusion, Affiliate warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agreement will maintain compliance with Los Angeles Code Chapter 2.206.

41. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in the above paragraph, "Affiliate's Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Affiliate to cure such default within ten (10 days) of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Affiliate, pursuant to County Code Chapter 2.206.

42. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties identified. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Health Services, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

A. Notices to Affiliate shall be addressed as follows:

(1) University of California (Los Angeles)
School of Nursing
P.O. Box 951702, Los Angeles, CA 90095-1702
Attention: Academic Affairs Coordinator

(2) University of California (Los Angeles)
Department of Social Welfare

Los Angeles, CA _____
Attention: Department Chair, Department of Social Welfare

B. Notices to County shall be addressed as follows:

- (1) Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, CA 90509
Attention: Chief Executive Officer

- (2) Olive View-UCLA Medical Center
1445 Olive View Drive
Sylmar, CA 91342
Attention: Chief Executive Officer

- (2) Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012
Attention: Director, Contract Administration & Monitoring

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Affiliate has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.

Interim Director of Health Services

School of Nursing:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LOS ANGELES

Affiliate

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

Department of Social Welfare:

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

Formagr:Advanced_UCLA
Exh IV_8.20.10

EXHIBIT A
Nurse Practitioner Services
(Advanced Level Training Program)

1. Purpose: The affiliation authorized under this Exhibit A, allows students in an advanced training program from University of California, Los Angeles, to obtain practical clinical field experience in applied nurse practitioner services at the Health Services facilities indicated in Paragraph 3 of this Exhibit.

2. Supervision: The parties acknowledge that students under this agreement are advanced level and otherwise do not require Affiliate to provide an instructor as compared to training of other students by the County.

3. Preceptor/Student Ratio: A County Preceptor shall only mentor a maximum of two students or lesser number of students as permitted by law.

4. Clinical Field Work Experience: The advanced training programs requiring the clinical training experience shall include, but are not limited to, advanced practicing nursing students (e.g., nurse practitioner, clinical nurse specialist, nurse mid-wife, and registered nurse anesthetist. Nursing students will be required to be licensed by the State Board for the advance practicing nurse training program), Physician Assistant, Physical Therapy, Occupational Therapy, Recreational Therapy, Speech and Audiology Therapy, Radiological Technology, Social Worker and Clinical Psychology.

The clinical training experience shall also include the Affiliate's undergraduate training programs for Assistant Physical Therapy, Assistant Occupational Therapy and Respiratory Therapy.

Affiliate represents that the clinical training experience fulfills a required portion of the total training program offered by the Affiliate.

5. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program may be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 6 hereinbelow.

Affiliate shall provide preceptor with its required evaluation forms to be completed for each student in the clinical training experience.

6. Facilities: Any facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center (including MLK-MACC), Comprehensive Health Center, Health Center or County Health Services Program.

7. Types/Areas of Experience: The nurse practitioner experience County will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in the application of students' training to clinical experience.
- b. Experience in direct patient services.
- c. Experience in interrelating with the total health care team at the facility.
- d. Experience in the use of equipment and supplies.
- e. Experience in following facility procedures.
- f. Experience in working under facility regulations.

g. Experience with patient records and other required record keeping procedures.

The parties acknowledge and mutually agree that Affiliate shall be responsible for ensuring that the clinical training experience offered to Affiliate's Advanced Students while at Health Services facilities is consistent with applicable educational/clinical/ experience requirements (e.g., specific hours requirements, coverage of mandated subject matters, etc.)

Formagr:Advanced
Exhibit A_NP
GH:8.20.10

EXHIBIT B
Social Welfare Services
(Advanced Level Training Program)

1. Purpose: The affiliation authorized under this Exhibit B, allows students in an advanced training program from University of California, Los Angeles, to obtain practical clinical field experience in applied social welfare services at the Health Services facilities indicated in Paragraph 3 of this Exhibit.

2. Supervision: The parties acknowledge that students under this agreement are advanced level and otherwise do not require Affiliate to provide an instructor as compared to training of other students by the County.

3. Preceptor/Student Ratio: A County Preceptor shall only mentor a maximum of two students or lesser number of students as permitted by law.

4. Clinical Field Work Experience: The advanced training programs requiring the clinical training experience shall include, but are not limited to, advanced practicing nursing students (e.g., nurse practitioner, clinical nurse specialist, nurse mid-wife, and registered nurse anesthetist. Nursing students will be required to be licensed by the State Board for the advance practicing nurse training program), Physician Assistant, Physical Therapy, Occupational Therapy, Recreational Therapy, Speech and Audiology Therapy, Radiological Technology, Social Worker and Clinical Psychology.

The clinical training experience shall also include the Affiliate's undergraduate training programs for Assistant Physical Therapy, Assistant Occupational Therapy and Respiratory Therapy.

Affiliate represents that the clinical training experience fulfills a required portion of the total training program offered by the Affiliate.

5. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program may be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 6 hereinbelow.

Affiliate shall provide preceptor with its required evaluation forms to be completed for each student in the clinical training experience.

6. Facilities: Any facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center (including MLK-MACC), Comprehensive Health Center, Health Center or County Health Services Program.

7. Types/Areas of Experience: The nurse practitioner experience County will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in the application of students' training to clinical experience.
- b. Experience in direct patient services.
- c. Experience in interrelating with the total health care team at the facility.
- d. Experience in the use of equipment and supplies.
- e. Experience in following facility procedures.
- f. Experience in working under facility regulations

g. Experience with patient records and other required record keeping procedures.

The parties acknowledge and mutually agree that Affiliate shall be responsible for ensuring that the clinical training experience offered to Affiliate's Advanced Students while at Health Services facilities is consistent with applicable educational/clinical/ experience requirements (e.g., specific hours requirements, coverage of mandated subject matters, etc.)

Formagr:Advancedl
Exhibit B_SW
GH:8.20.10

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
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Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW



Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

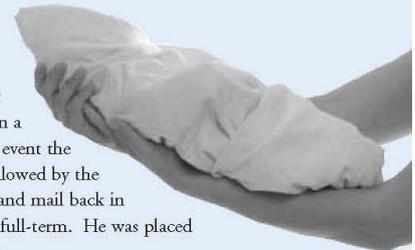
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package available from

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually. Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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